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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
NORTHWEST IRONWORKERS HEALTH
AND SECURITY FUND, NORTHWEST
IRONWORKERS EMPLOYERS
VACATION TRUST, NORTHWEST
IRONWORKERS RETIREMENT TRUST,
NORTHWEST FIELD IRONWORKERS
ANNUITY TRUST FUND, and
NORTHWEST IRONWORKERS &
EMPLOYERS APPRENTICESHIP &
TRAINING TRUST FUND,

Plaintiffs,

v.

ROGUE IRONWORKS LLC, a
Washington limited liability company,
Contractor's License No.
ROGUEIL842DN, UBI No. 603590764,

Defendant.

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT AND TO ENFORCE
TERMS OF TRUST AGREEMENTS

The plaintiffs allege as follows:

I. PARTIES, JURISDICTION & VENUE

1. Plaintiffs are the Boards of Trustees of the Northwest Ironworkers Health and Security Fund, Northwest Ironworkers Employers Vacation Trust, Northwest Ironworkers Retirement Trust, Northwest Field Ironworkers Annuity Trust Fund, and Northwest Ironworkers & Employers Apprenticeship & Training Trust Fund (hereafter the “Trust Funds”).

2. The Trust Funds are joint labor-management trust funds created under Section 302(c) of the Labor Management Relations Act (“the Act”), 29 U.S.C. § 186(c) and the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001, *et seq.* as amended.

3. Rogue Ironworks LLC (hereafter “Rogue”) is a Washington corporation with its principal offices located at 3080 NW Innovative Way, Poulsbo, Washington 98370 engaged in business within the jurisdiction of the court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. Jurisdiction over all ERISA claims and venue are conferred on this court by the Trust Agreements and Section 502 of ERISA, 29 U.S.C. §1132.

5. Venue is appropriate in the United States District Court for the Western District of Washington, Division of Seattle, King County under ERISA § 502(e)(2), 29 U.S.C. §1132(e)(2).

6. ERISA §502, 29 U.S.C. §1132 provides that suit may be brought to enforce the terms of the Trust Agreements and for the collection of delinquent contributions.

II. FIRST CLAIM FOR RELIEF: BREACH OF COLLECTIVE BARGAINING
AGREEMENT/DELIQUENT CONTRIBUTIONS

7. The Trust Funds s re-allege the facts set forth in paragraphs 1 through 6 above as if stated fully herein, and further allege as follows:

8. At all material times, Rogue has been signatory to a collective bargaining agreement (“CBA”) with the District Council of Iron Workers of the Pacific Northwest, and associated Iron Workers Local Unions, which incorporates by reference the Trust Agreements for Trust Funds.

9. The CBA and Trust Agreements require Rogue to make contributions to the Trusts on behalf of covered employees.

10. At all material times, Rogue has employed employees for whom employee contributions and/or withheld wages are due under the CBAs.

11. At all material times, Rogue has failed and/or refused to timely make required monthly contributions for such employees to the Trust Funds for the delinquent period of November 2017 through current.

12. Rogue owes \$30,783.12 in contributions to the Trust Funds for the delinquent month of December 2017.

13. Rogue owes an unknown amount of contributions for January 2018 through current. The final amount will be proven on motions or at trial.

14. Under the terms of the CBAs, Trust Agreements and ERISA section 502(g)(2), Rogue is obligated to pay liquidated damages, interest, reasonable attorney’s fees, and costs and expenses of suit.

15. Rogue failed to make timely payment of its November and December 2017 contributions resulting in \$9,147.61 in liquidated damages, \$1,732.92 in interest (calculated through March 5, 2018), and \$200 in referral attorney fees.

16. Rogue owes an unknown amount in contributions, liquidated damages, interest, and referral attorney fees for the delinquent period of January 2018 through current. The final amount will be proven on motions or at trial.

III. SECOND CLAIM FOR RELIEF: DEMAND FOR AUDIT OF PAYROLL RECORDS

17. The Trust Funds re-allege the facts set forth in paragraphs 1 through 16 above as if stated fully herein, and further allege as follows:

18. At all material times, Rogue, was, and is, obligated to perform in accordance with the terms of the CBAs, and the incorporated Trust Agreements.

19. Rogue's CBA, and the incorporated Trust Agreements, authorize the Trust Funds to audit contributing employers' books and records.

20. ERISA permits a fiduciary to bring suit to bring redress violations of the Trust Agreement or enforce provisions of the Trust Agreement. ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3).

21. Pursuant to ERISA and the Trust Agreements, the Boards of Trustees are entitled to an award from this Court ordering Rogue to turn over its documents and payroll records necessary to complete an audit of its payroll records for the period of September 2017 through current and otherwise comply with the payroll audit provision of the Trust Agreements.

22. The Boards of Trustees request documents and payroll records necessary to complete an audit of Rogue's books and records for the period of September 2017 through current.

IV. PRAYER FOR RELIEF

The Trust Funds pray for judgment as follows:

- A. Against Rogue Ironworks LLC for \$41,863.64 comprised of \$30,783.12 in contributions, \$9,147.61 in liquidated damages, \$1,732.92 in interest (calculated through March 5, 2018), and \$200 in referral attorney fees for the delinquent months of November and December 2017;
- B. Against Rogue Ironworks LLC for all amounts found to be due and owing for January 2018 through current;
- C. An order requiring Rogue Ironworks, LLC to submit to an audit and provide all the documents and payroll records necessary to complete an audit of its books and records for the period of September 2017 through current;
- D. Against Rogue Ironworks LLC for all amounts found to be due and owing for the audit period of September 2017 through current;
- E. For reasonable attorneys' fees, costs, and expenses of suit; and
- F. For such other and further relief as this court deems just and equitable.

DATED this 5th day of March, 2018.

/s/ Noelle E. Dwarzski

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